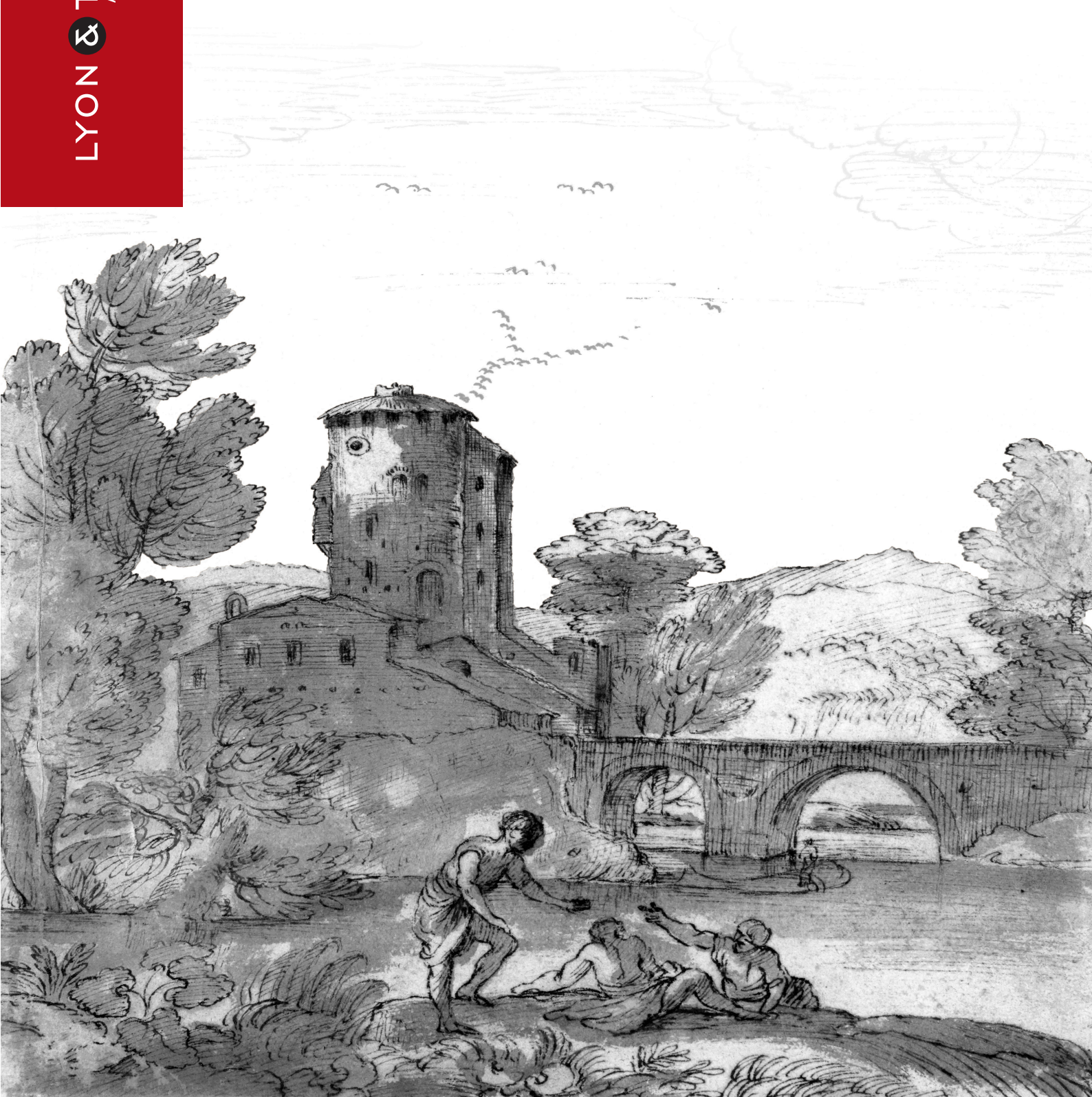


Wednesday, 23rd May 2018  
33 Broughton Place  
Edinburgh

## Five Centuries: Old Master to 19<sup>th</sup> Century Art





# Five Centuries: Old Master to 19<sup>th</sup> Century Art

**Wednesday, 23rd May, 2018  
at 11am**

Sale Number LT522

## **Viewing**

Sunday, 20th May 12 noon - 4pm

Monday, 21st May 10am - 5pm

Tuesday, 22nd May 10am - 5pm

Morning of sale by appointment from 9am

## **Enquiries**

Lyon & Turnbull Ltd.

33 Broughton Place

Edinburgh EH1 3RR

Tel. 0131 557 8844

Fax. 0131 557 8668

Email. [info@lyonandturnbull.com](mailto:info@lyonandturnbull.com)

[www.lyonandturnbull.com](http://www.lyonandturnbull.com)

**Catalogue: £15**

**Front Cover**

Lot 14 (detail)

**Inside Front Cover**

Lot 10 (detail)

**Inside Back Cover**

Lot 93 (detail)



# Buyer's Guide

This sale is subject to our standard Conditions of Sale (available at the back of every catalogue and on our website). If you have not bought at auction before we will be delighted to advise you.

## Buyer's Premium & Other Charges

The buyer shall pay the hammer price together with a premium, at the following rate, thereon.

25% up to £100,000/20% thereafter.

VAT will be charged on the premium at the rate imposed by law (see our Conditions of Sale).

### Additional VAT

† VAT at the standard rate payable at the standard rate on the hammer price

\* 5% import VAT payable on the hammer price

No VAT is payable on the hammer price or premium for books bought at auction.

### Droit de Suite

§ indicates works which may be subject to the Droit de Suite or Artist's Resale Right, a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012, this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the buyer on the hammer price and in addition to the buyer's premium. It will not apply to works where the hammer price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale.

More information on Droit de Suite is available at [www.dacs.org.uk](http://www.dacs.org.uk)

## Registration

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, by fax or on our website. Please note that all first time bidders at Lyon & Turnbull will be asked to supply the following documents in order to facilitate registration:

### 1 – Government issued photo ID (Passport/ Driving licence)

### 2 – Proof of address (utility bill/ bank statement).

We may, at our option, also ask you to provide a bank reference and/ or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale (available at the back of every catalogue and on our website).

## Bidding & Payment

For information on bidding options see our Guide to Bidding & Payment at the back of the catalogue.

## Removal of Purchases

Responsibility for packing, shipping and insurance shall be exclusively that of the purchaser.

## Catalogue descriptions

All item descriptions, dimensions and estimates are provided for guidance only. It is the buyer's responsibility to inspect all lots prior to bidding to ensure that the condition is to their satisfaction. If potential buyers are unable to inspect lots in person (public viewing times listed in every catalogue), our specialists will be happy to prepare condition reports and additional images. These are for guidance only and all lots are sold 'as found', as per our Conditions of Sale.

## Import/Export

Prospective buyers are advised that several countries prohibit the importation of property containing materials from endangered species, including but not limited to; rhino horn, ivory, coral and tortoiseshell. Accordingly, prospective buyers should familiarise themselves with all relevant customs regulations prior to bidding if they intend to import lots to another country. It is the buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the lot.

**Endangered Species** Please be aware that lots marked with the symbol Y contain material which may be subject to CITES regulations when exporting outside the EU. For more information visit <http://www.defra.gov.uk/ahvla-en/imports-exports/cites>



## Meet the Specialists

At Lyon & Turnbull we want to make buying at auction as easy and enjoyable as possible. Our specialist team are on hand to assist you, whether you are looking for something in particular for your home or collection, require more detailed information about the history or current condition of a lot, or just want to find out more about the auction process.



**Nick Curnow**  
Head of Department  
[nick.curnow@lyonandturnbull.com](mailto:nick.curnow@lyonandturnbull.com)



**Carly Shearer**  
Specialist  
[carly.shearer@lyonandturnbull.com](mailto:carly.shearer@lyonandturnbull.com)



**Charlotte Riordan**  
Specialist  
[charlotte.riordan@lyonandturnbull.com](mailto:charlotte.riordan@lyonandturnbull.com)



**Philip Smith**  
Specialist  
[philip.smith@lyonandturnbull.com](mailto:philip.smith@lyonandturnbull.com)

## How to Find Us in Edinburgh



Lyon & Turnbull Saleroom



York Place tram stop



Waverley Station,  
Princes Street



# The Judah Collection

## Lots 1-7, 14-15, 17-18

Claire Judah (1922-2017) was born in Calcutta to a Baghdadi Jewish family. She was educated in England and the proudest time of her life was when she worked as a codebreaker during the war at the famous Hut 8 at Bletchley Park. After the war she began collecting prints, paintings and antiques.

Added to those she acquired herself were a number she inherited from her mother and uncle. She worked for a series of MPs in parliament. She never married and was a "third grandmother" to her nieces and nephews.



1

**GIUSEPPE ZOCCHI**  
(ITALIAN 1711-1767)

**LA TANA VILLA DE SS. BARONI RICASOLI**

Engraving

27cm x 47cm (10.5in x 18.5in) and a companion from the same series 'Pozzolatice Villa del. Sig. Senat Ricci' (2)

**Provenance:**

Miss Claire Judah and thence by descent  
Bought from W.R. Jeudwine Old Master  
Drawings 25th April 1972 for a combined  
price of £104.0.0

**Note:** From the Vedute di Ville, 1744

**£400-600**



2

**JEAN-JACQUES DE BOISSIEU  
(FRENCH 1736-1810)**

**THE VILLAGE MARKET PLACE**

Signed, pen and ink and coloured wash

33.5cm x 47cm (13.25in x 18.5in)

**Provenance:**

Miss Claire Judah and thence by descent

Bought from W.R. Jeudwine Old Master  
Drawings, 22nd June 1963 for £126.0.0

£1,000-1,500



3

**FOLLOWER OF  
JOOS DE MOMPER THE YOUNGER  
FIGURE IN AN ITALIANATE LANDSCAPE**

Pen and coloured wash

20.5cm x 28.5cm (8in x 11.25in)

**Provenance:**

Miss Claire Judah and thence by descent

Bought from W.R. Jeudwine, Old Master  
Drawings, 5th December 1958 for £26.5.0

£500-700

4

**JAN VAN HUYSUM (DUTCH 1682-1749)  
FIGURES IN AN ARCADIAN LANDSCAPE**

Signed, black chalk and coloured wash

36.5cm x 53cm (14.25in x 20.75in)

**Provenance:**

1st Earl of Burlington

Miss Claire Judah and thence by descent

Bought W.R. Jeudwine Old Master Drawings,  
15th November 1959 for £63.0.0

£800-1,200







**5**  
**MANNER OF HENDRICK VERSCHURING**  
**WOODED LANDSCAPE**  
**WITH MOUNTED SOLDIERS**

Pencil and grey wash

17.5cm x 24cm (7in x 9.5in)

**Provenance:**

Miss Claire Judah and thence by descent  
 Bought from John Manning, London 17th April  
 1963 for £26.5.0

**£400-600**

**6**  
**JEAN PIERRE HOUEL**  
**(FRENCH 1735-1813)**  
**THE GROTTOS AT SYRACUSE**

Watercolour

24cm x 29.5cm (9.5in x 11.5in)

**Provenance:**

Miss Claire Judah and thence by descent  
 Bought from W.R. Jeudwine Old Master  
 Drawings, 9th May 1964 for £120-0-0

**£500-700**



**7**  
**ABRAHAM RADEMAKER**  
**(DUTCH 1675-1735)**  
**A WOODED RIVER**  
**LANDSCAPE WITH**  
**SAILING VESSELS**

Pen and ink and brown wash

18cm x 32cm (11in x 12.5in)

**Provenance:**

Miss Claire Judah  
 and thence by descent  
 Bought from W.R. Jeudwine  
 Old Master Drawings, 18th  
 November 1962 for £45-0-0

**£600-900**







8

**FOLLOWER OF CORNELIS DUSART**

**A VILLAGE STREET**

Oil on canvas, unframed

62cm x 82cm (24.5in x 32.25in)

**Provenance:** From the Estate of the 5th Earl of Lovelace, previously Torridon House.

**£1,500-2,500**





9

**JACQUES COURTOIS, KNOWN AS 'IL BOURGOGNONE' (FRENCH 1621-1676)**

**A CAVALRY SKIRMISH**

Oil on canvas

45.5cm x 72cm (18in x 28.5in) and another, a pair (2)

**Provenance:** From the Estate of the 5th Earl of Lovelace, previously Torridon House.

**£2,500-3,500**







10

**GIOVANNI (CRIVELLINO) CRIVELLI**

**(ITALIAN BORN C.1690-1760)**

**A WOODED LANDSCAPE WITH**

**ASSORTED RIVER BIRDS AND ANIMALS**

Oil on canvas

150cm x 208cm (59in x 81in)

**Provenance:** A noble villa in Lombardy where  
acquired at the end of the 19th century by an  
old Milanese family and thence by descent

**£8,000-12,000**





11

**DANUBE SCHOOL**

**A DEVOTIONAL SCENE**

Oil on panel

65.5cm x 37cm (25.75in x 14.5in)

Provenance: Yester House, Gifford

£2,000-3,000

12

**FOLLOWER OF HENDRIK VAN BALEN**

**ST. ANNE TEACHING MARY TO READ**

Oil on panel

15cm x 10.5cm (6in x 4.25in)

£500-700







13

**FOLLOWER OF JACOPO DAL PONTE BASSANO  
ALLEGORY OF SPRING**

Oil on canvas

130cm x 188cm (51.5in x 74in) and a companion by the same hand 'Autumn' (2)

**Provenance:** Yester House, Gifford

**£4,000-6,000**







14

**GIOVANNI FRANCESCO GRIMALDI  
(ITALIAN 1606-1680)**

**A CLASSICAL LANDSCAPE WITH  
FIGURES AND TOWER**

Pen and ink and sepia wash

17cm x 21.5cm (10.5in x 8.5in)

**Provenance:**

Miss Claire Judah and thence by descent

Bought from W.R. Jeudwine, Old Master  
Drawings, 24th May 1966 for £89-5-0

**£1,000-1,500**

15

**JAN VAN HUYSUM (DUTCH 1682-1749)**

**FIGURES IN A CLASSICAL LANDSCAPE**

Ink and red wash

19.5cm x 16cm (7.5in x 6.25in)

**Provenance:**

P & D. Colnaghi & Co. Ltd

Miss Claire Judah and thence by descent

**£600-800**





16

**GIOVANNI BATTISTA FRANCO**  
(ITALIAN 1498-1561)

**RECLINING MALE FIGURE**

Signed, pen and ink

14cm x 17cm (5.5in x 6.75in)

**Note:** Dr Anne Varrick Lauder has kindly confirmed the attribution of this drawing on the basis of photographs

**£1,500-2,000**



17

**DOMENICO MARIA CANUTI**  
(ITALIAN 1620-1684)

**LOT AND HIS DAUGHTERS**

Red chalk

19cm x 28cm (7.5in x 11in)

**Provenance:**

Miss Claire Judah and thence by descent

Bought from W.R. Jeudwine Old Master

Drawings, 18th November 1960 for £26.5.0

**£800-1,200**

18

**MARCO RICCI (ITALIAN 1676-1729)**

**A WOODED LANDSCAPE WITH  
SHEPHERDS ON A COUNTRY PATH**

Pen and ink and wash

24cm x 39cm (9.5in x 15.25in)

**Provenance:**

John Skippe

Miss Claire Judah and thence by descent

Bought from W.R. Jeudwine Old Master

Drawings, 15th June 1961 for £68.5.0

**£1,000-1,500**







19

**FOLLOWER OF HENDRIK VAN LINT  
STUDIO TRAVELLERS ON A COUNTRY ROAD**

Oil on panel

13cm x 23cm (5in x 9in) and another, a pair (2)

**Provenance:** From the Estate of the 5th Earl of  
Lovelace, previously Torridon House.

£700-900

20

**17TH CENTURY  
FRENCH SCHOOL  
CELEBRATION OF A  
ROYAL WEDDING**

Oil on panel

23cm x 37cm (9in x 14.5in)

**Provenance:**

Yester House, Gifford

£600-900



21

**MANNER OF AGOSTINO TASSI  
FISHING BOATS IN AN ESTUARY,  
A TOWN IN THE DISTANCE**

Oil on canvas laid down

9cm x 19cm (3.5in x 7.5in)

**Provenance:** From the Estate of the 5th  
Earl of Lovelace, previously Torridon House.

£400-600





22

**FOLLOWER OF ALEXANDRE FRANÇOIS DESPORTES**  
**DOG AND DEAD GAME IN A WOODED LANDSCAPE**

Oil on canvas

112cm x 147cm (44in x 58in)

£3,000-5,000



23

**FOLLOWER OF JEAN BAPTISTE PILLEMENT**  
**FIGURES ON THE COAST DURING A STORM**

Oil on card, laid down, circular

5.5cm (2.175in) diam

£500-800





24  
17TH CENTURY SCOTTISH SCHOOL  
HALF LENGTH PORTRAIT OF  
FRANCIS SCOTT, 2ND EARL OF  
BUCCLEUCH (1626-1651)  
Oil on canvas  
118cm x 91cm (46.5in x 36in)  
Provenance: Yester House, Gifford  
£800-1,200



25  
MANNER OF GEORGE JAMESONE  
HALF LENGTH PORTRAIT OF A MAN  
WITH PENS AND LETTER  
Oil on canvas  
76cm x 61cm (30in x 24in)  
£2,000-3,000





26

**CIRCLE OF FRANCESCO SIMONINI**  
**THE BATTLE OF LEPANTO**

Oil on canvas

60cm x 96cm (23.5in x 37.75in)

**Provenance:** From the Estate of the 5th Earl  
of Lovelace, previously Torridon House.

**£2,000-3,000**





27

**MANNER OF MICHAEL DAHL  
THREE QUARTER LENGTH PORTRAIT  
OF A YOUNG GIRL WITH A SPANIEL**

Oil on canvas

91cm x 73cm (36in x 28.75in)

**£1,500-2,500**

28

**WILLIAM AIKMAN (SCOTTISH 1682-1737)  
HALF LENGTH PORTRAIT OF PROFESSOR  
ALEXANDER BAYNE**

Feigned oval, oil on canvas

76cm x 63cm (30in x 25in)

**Provenance:**

Wilhelmina Barns-Graham Inventory No. 8673

**Note:**

Alexander Bayne (1685-1737) practised law in Edinburgh, subsequently entering Lincoln's Inn in London where he had little success. Later he managed the Nuneham Estates for the Earl of Wemyss. He then became professor of mercantile law at the University of Edinburgh. A description of his rather eccentric behaviour by Lord Kaimes is included in James Boswell's Journal. He is buried in Alnwick Church where his wife noted on his gravestone that he tempered 'his harder Studies with the Soothing Gaities of Gentlemanly Amusements sometimes with Mechanical Operations, sometimes with Painting but chiefly with Music wherein he greatly Excelled.' He was the father of Allan Ramsay's first wife Anne and of Captain William Bayne.

**£1,500-2,000**







29

**DOMINIQUE ANTOINE JEAN-BAPTISTE MAGAUD (FRENCH 1817-1899)**  
**PORTRAIT OF AN ELEGANT LADY BY A FIREPLACE**

Signed, inscribed and dated 'Lyon 1856', rounded corners, oil on canvas

128cm x 94cm (50.5in x 37in)

**Provenance:** Yester House, Gifford

**£1,000-1,500**

Other fees apply in addition to the hammer price, please see the 'Buyer's Guide' section on page 2





30

**RAMSAY RICHARD REINAGLE**  
**(BRITISH 1775-1862)**

**POINTER ON A GROUSE MOOR**

Oil on canvas

43cm x 59cm (17in x 23.5in)

**Provenance:** Parker Gallery, London

**Exhibited:** Possibly the Royal Academy  
1815, no.278 as 'Portrait of a favourite dog'

**£3,000-5,000**





**31**  
**WILLIAM WATSON (SCOTTISH 19TH CENTURY)**  
**SHEEP IN A LANDSCAPE**  
Signed and dated 64, oil on canvas  
45.5cm x 75.5cm (19.5in x 29.5in)  
**£1,000-1,500**



**32**  
**ROBERT ALEXANDER**  
**R.S.A., R.S.W.**  
**(SCOTTISH 1840-1923)**  
**THE DEAD STAG**  
Signed, oil on canvas  
100cm x 145cm  
(39.5in x 57in)  
**£800-1,200**





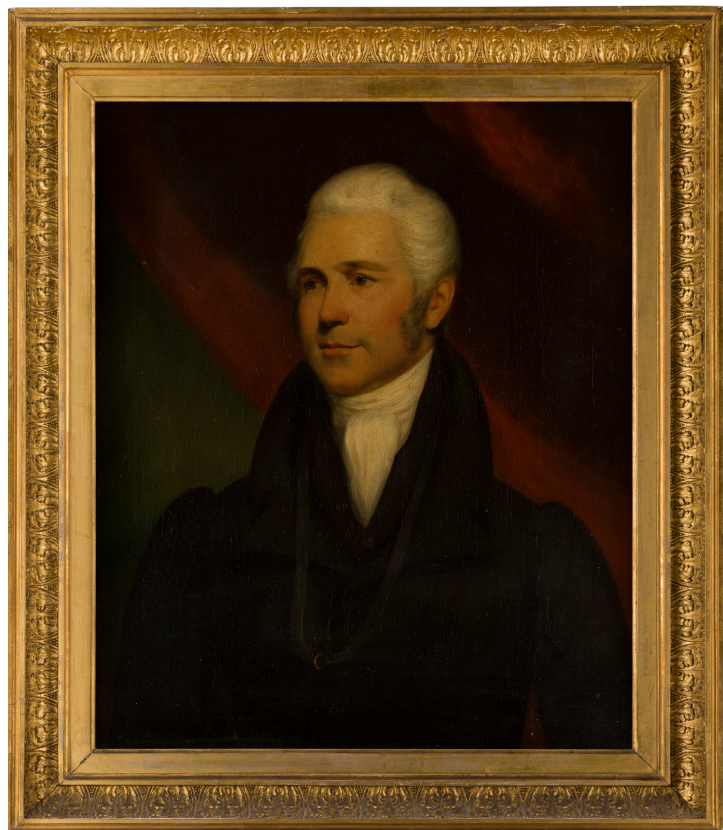
33

**19TH CENTURY ENGLISH SCHOOL  
PORTRAIT OF A YOUNG GENTLEMAN**

Oil on canvas

74cm x 61cm (29in x 24in)

**£1,000-1,500**



34

**19TH CENTURY ENGLISH SCHOOL  
PORTRAIT OF A GENTLEMAN IN A  
HIGH-COLLARED COAT**

Oil on canvas

74cm x 62cm (29in x 24.5in)

**£800-1,200**





35

**CIRCLE OF GIUSEPPE CANELLA THE ELDER (ITALIAN 1788-1847)**

**A VIEW OF THE ASSEMBLÉE NATIONALE, PARIS**

Oil on canvas

57cm x 82.5cm (22.5in x 32.5in)

**£2,000-3,000**



36

**FOLLOWER OF DANIEL GARDNER**

**HEAD AND SHOULDER PORTRAIT**

**OF A YOUNG WOMAN IN PROFILE**

Oil on canvas, oval

24cm x 19cm (9.5in x 7.5in)

**£500-800**







37

**FOLLOWER OF JOHN E. FERNELEY****THE MARQUIS OF WORCESTER WITH WILLIAM LONG, MASTER OF THE  
BEAUFORT HUNT AND THE HUNTING SWEEP IN FRONT OF BADMINTON HOUSE**

Oil on canvas

76cm x 104cm (30in x 41in)

**£4,000-6,000**

*The Marquis of Worcester with William Long, Master of the Beaufort Hunt and the Hunting Sweep in front of Badminton House, 1837* is an intriguing painting that, at first, seems a typical sporting scene but upon closer inspection reveals the fascinating story of 'the hunting sweep.'

Mounted on a chestnut brown horse sits a charismatic man, hat in hand, face blackened with soot and a sweep brush tucked under his arm. He accompanies four gentlemen fashionably dressed in green hunting coats with hounds eagerly poised for the day's activities. The 'sooted' man seems rather out of place in this traditional sporting portrait - depicting the young Marquess of Worcester, Henry Charles Fitzroy Somerset (1824-1899), preparing to ride with William Long, the Huntsman to the Beaufort Hunt, in the grounds of Badminton House in 1837 – however, research into contemporary accounts of the period show 'The Badminton Sweep', William Vizard of Chipping Sudbury, to be an important figure in the scene.

Born in 1792, Vizard was a chimney sweep that had industriously found himself in the circles of the gentry and was somewhat of a celebrity. According to the news of the day, he had come to acquire property, "political creed" and the favour of the 6th Duke of Beaufort. Although a man of Reformist principals, when approached by two Reform candidates seeking his support and vote in the local elections of 1829, Vizard surprisingly responded "to tell you the truth, gem'mem, I can't vote for you, 'cause I hunts with the Duke."

Three years on, in 1832, Vizard demonstrated his political influence again when the 6th Duke's son, the Marquess of Worcester (set to become the 7th Duke in 1835) was running for a seat. During the hustings, the sweep moved forward vehemently declaring support for the Marquess. According to the account, Vizard continued to express his displeasure of the state of country, stating he no longer supported the Reformists and that 'they must be swept away and kept out of power, or you may depend upon it there will be no stability in our Constitution then in a tottering chimney during a high wind.' The Marquess was shortly elected.

When the 6th Duke of Beaufort died in 1835, Vizard removed himself from the hunting scene for a period of mourning. His return was famously recorded in several periodicals in an article entitled 'The Hunting Sweep, or a Day with the Duke of Beaufort'. It was no quiet affair and demonstrating his horseman skills, Vizard jumped on his horse, stood upon one leg with the other extended mid-air, reins in one hand and his sweep brush in the other, 'like a flying Mercury.' The renowned sporting artist, Richard Barrett Davis (1782-1854), captured the scene in *The Sporting Sweep*, a portrait reproduced alongside the tale in many a publication including *The Gentleman's Magazine* (1838) and Craven's *The Sporting Review* (1840).

'We must not omit to notice the appearance, on this occasion, of a very distinguished character, who takes a prominent part in all the sports in this quarter of the country—we mean the celebrated "hunting sweep, vot 'unts with the Dook," and who has been made the subject of a very diverting electioneering caricature. He appeared as usual, mounted on his "trusty old 'unter," and in the identical sables, both as to skin and toggery, which mark and distinguish his peculiar vocation, not omitting his chimney-brush, which was tucked in his 'unting belt. His urbanity of manner, and respectfully familiar mode of recognising and addressing his aristocratical brother sportsmen, caused many smiles and much wonderment among those who were not acquainted with the friendly footing which he has obtained among the sons of the turf equally zealous followers of the "brush." – *Cheltenham Looker*, Saturday 21 December 1839.

At first glance the subject of this picture appears to be a typical hunting scene, in which clear lines are drawn between the social strata. However, it is not until further exploration that we discover the sooty sweep, astride his faithful chestnut Prosper, to be not just an addition but the main attraction.





38  
**CHARLES LEES R.S.A.**  
**(SCOTTISH 1800-1880)**  
**THE MUSIC SCORE**  
Oil on canvas  
76cm x 63.5cm (30in x 25in)  
**£1,000-1,500**



39  
**JOAQUIM CUADRAS**  
**(SPANISH 19TH CENTURY)**  
**THE STRIPED SHAWL**  
Signed and inscribed 'Venezia,' oil on canvas  
95cm x 72cm (37.5in x 28in)  
**£1,500-2,500**



40  
**PIERRE JEAN EDMOND CASTAN**  
**(FRENCH 1817-1892)**  
**THE PLAYFUL KITTEN**  
 Signed, oil on panel  
 24cm x 18cm (9.5in x 7in)  
**£1,000-1,500**



41  
**ATTRIBUTED TO CHARLES**  
**EDOUARD FRÈRE**  
**(FRENCH 1837-1894)**  
**REPAIRING THE SLEDGE**  
 Oil on canvas  
 56cm x 46cm (22in x 18in)  
**£2,500-4,000**





42

[S] JOHAN FREDERIK  
CORNELIS SCHERREWITZ  
(DUTCH 1868-1951)

A REST IN PLOUGHING

Signed, oil on canvas

36cm x 51cm (14in x 20in)

£600-900

43

ROBERT FAVELLE  
(FRENCH 1820-1886)  
A WOODCUTTER AND

FAMILY IN THE SNOW  
Signed and dated 1865,  
oil on panel

23cm x 30.5cm (9in x 13in)

£800-1,200







44

**WILLEM KOEKKOEK (DUTCH 1839-1895)**  
**FIGURES IN A SUNLIT DUTCH STREET**

Signed, oil on canvas

38cm x 52.5cm (15in x 20.75in)

**£10,000-15,000**





45

**JOHN 'JOCK' WILSON**  
**(SCOTTISH 1780-1848)**  
**ON THE SHORE, LOW TIDE**

Signed with initials,

oil on canvas

28cm x 35.5cm (11in x 14in)

**£600-900**



46

**WILLIAM HENRY CROME**  
**(BRITISH 1806-1873)**  
**A WOODED RIVER**

**LANDSCAPE WITH PUNT**  
Oil on canvas

46cm x 61cm (18in x 24in)

**£800-1,200**



47

**HENRY REDMORE**  
**(BRITISH 1820-1887)**  
**SHIPPING IN CALM SEAS**  
**OFF THE DUTCH COAST**  
 Signed, oil on canvas  
 19cm x 28cm (7.5in x 11in)  
**£1,500-2,000**



48

**JOHN KNOX**  
**(SCOTTISH 1778-1845)**  
**THE CLOCH**  
**LIGHTHOUSE**  
**DURING A STORM**  
 Oil on canvas  
 54.5cm x 76cm  
 (21.5in x 30in)  
**Note:** See John Knox,  
 Glasgow Art Gallery and  
 Museum, 1974, no.19 for  
 a variant of this painting.  
 A painting entitled  
 'Cloch Lighthouse after  
 a thunderstorm' was  
 exhibited at the Glasgow  
 Institute in 1822.  
**£2,000-3,000**





49

**COUNT AMADEO PREZIOSI (MALTESE 1816-1882)**

**OTTOMAN SOLDIERS**

Signed, pencil and watercolour

25.5cm x 28cm (10in x 11in) and another, a pair (2)

**Provenance:** From the Estate of the 5th Earl of Lovelace, previously Torridon House.

**£800-1,200**



50

**ROBERT GALLON  
(BRITISH 1845-1925)**

**A WOODMAN'S  
COTTAGE BY A RIVER**

Signed and dated '77,  
oil on canvas

60cm x 101cm  
(23.5in x 39.75in)

**Provenance:** From the  
Estate of the 5th Earl  
of Lovelace, previously  
Torridon House.

**£700-900**







**50A**

**[§] EDGAR HUNT (BRITISH 1876-1953)**

**CHICKENS AND GOATS IN A BYRE**

Signed and dated 1938, oil on canvas

31cm x 41cm (12in x 16in)

**£4,000-6,000**





**50B**

**[§] EDGAR HUNT (BRITISH 1876-1953)**

**CHICKENS, DOVES AND GOATS BY A WATER BUTT**

Signed and dated 1938, oil on canvas

31cm x 41cm (12in x 16in)

**£4,000-6,000**



**51**

**MAURICE LÉVIS (FRENCH 1860-1940)**

**RIVER LANDSCAPE, MOONLIGHT**

Signed, oil on panel

12cm x 14.5cm (4.75in x 5.75in)

**£400-600**



**52**

**MAURICE LÉVIS (FRENCH 1860-1940)**

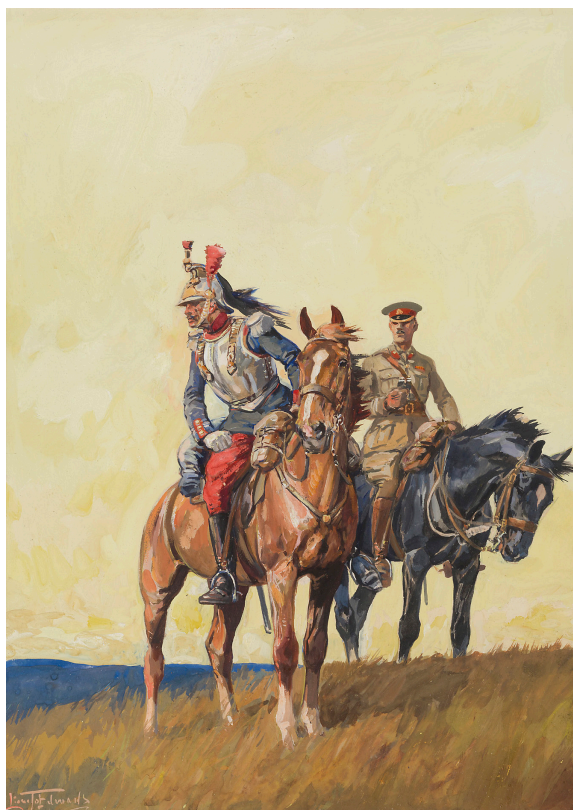
**APRÈS-MIDI D'OCTOBRE**

Signed, oil on panel

12cm x 17.5cm (4.75in x 6.875in)

**£500-800**





53

[§] LIONEL DALHOUSIE ROBERTSON EDWARDS  
(BRITISH 1878-1966)

A FRENCH CUIRASSIER AND A MOUNTED BRITISH  
STAFF OFFICER, 1914

Signed, gouache

48cm x 33cm (19in x 13in)

£2,000-4,000



54

[§] WILLIAM LEE-HANKEY R.W.S., R.I., R.O.I.  
(BRITISH 1869-1952)

A ROSE BY ANY OTHER NAME

Signed, watercolour

49cm x 34cm (19.5in x 13.5in)

£1,000-1,500



55

PERCY BROOKE (BRITISH 19TH/20TH CENTURY)

THE PET SONG-BIRD

Signed and dated '96, watercolour

49.5cm x 38cm (19.5in x 15in)

£500-700



56  
**GEORGE HOUSTON**  
 R.S.A., R.S.W., R.I.  
 (SCOTTISH 1869-1947)  
**GATHERING WILD  
 FLOWERS**  
 Signed, oil on canvas  
 30.5cm x 46cm (12in x 18in)  
**£600-800**



57  
**[§] DEREK CLARKE M.B.E., R.S.A., R.S.W.**  
 (SCOTTISH 1912-2014)  
**A CARRIAGE AND FOUR WITH A CROWD  
 OF ONLOOKERS ON A FROZEN RIVER**  
 Signed and dated 1954, oil on canvas  
**£1,000-1,500**

58  
**JOSEPH MORRIS  
 HENDERSON R.S.A.**  
 (SCOTTISH 1864-1936)  
**RIVER LANDSCAPE  
 WITH CALVES**  
 Oil on canvas  
 76cm x 117cm (30in x 46in)  
**£1,200-1,800**







59

[S] COLIN BURNS (BRITISH B.1944)

PHEASANTS AT EARLY MORNING

Signed, oil on canvas

58cm x 88.5cm (22.75in x 34.75in)

£2,000-3,000

60

[S] COLIN BURNS (BRITISH B.1944)

PTARMIGAN IN THE CAIRNGORMS

Signed, oil on canvas

57.5cm x 88cm (22.75in x 34.5in)

£2,000-3,000



61

[S] GEORGE EDWARD LODGE

(BRITISH 1860-1954)

GROUSE IN FLIGHT

Signed, oil on board

31cm x 46cm (12in x 18in)

Provenance:

The Moorland Gallery, London

£800-1,200





62

**JAMES GREENLEES (SCOTTISH FL.1860-1903)**

**GLENGOIL**

Signed and dated 1886, signed and inscribed verso, oil on canvas

76cm x 102cm (30in x 40in)

**£800-1,200**





63

**GEORGE HOUSTON R.S.A., R.S.W., R.I.**  
**(SCOTTISH 1869-1947)**

**LOCH RESTFUL, ARGYLL**

Signed, oil on canvas

71cm x 91cm (28in x 36in)

**£1,000-1,500**

64

**[§] FRANK J. EGGINTON R.C.A., F.I.A.L.**  
**(IRISH 1908-1990)**

**A RAINSWEPT COUNTRY ROAD**

Signed, watercolour

36.5cm x 52cm (14.5in x 20.5in)

**£600-800**



65

**ALBERT GOODWIN R.W.S.**  
**(BRITISH 1845-1932)**

**A GARDEN IN SUMMER**

Signed and dated 1899, oil on canvas

48.5cm x 76cm (19in x 30in)

**£1,200-1,800**



66

**ARCHIBALD KAY R.S.A., R.S.W.**  
(SCOTTISH 1860-1935)

**TINKERS LOCH FYNE**

Signed, inscribed verso, oil on canvas

35.5cm x 46cm (14in x 18in)

£500-700



67

**[S] WILLIAM MILLER FRAZER R.S.A.**  
(SCOTTISH 1864-1961)

**BRINGING IN THE CATCH**

Signed, oil on board

25.5cm x 36cm (10in x 14in)

£500-800

68

**[S] WILLIAM MILLER FRAZER R.S.A.**  
(SCOTTISH 1864-1961)

**NEAR THE CUTTER INN, ELY**

Signed, signed, inscribed and dated

'May 1925' verso, oil on board

25.5cm x 35.5cm (10in x 14in)

**Exhibited:** Fine Art Society, Glasgow,  
'Thoughts of Spring' 1982

£600-900







69

**EMMA CIARDI (ITALIAN 1879-1933)**

**COUPLE BY A FOUNTAIN**

Signed and dated 1912, signed and inscribed on label on reverse, oil on canvas

70cm x 59cm (27.5in x 23in)

**Exhibited:** The Leicester Galleries 1913, no 60

**£3,000-5,000**

70

**[S] SIR WILLIAM RUSSELL FLINT  
P.R.A., P.R.W.S., R.S.W., R.O.I., R.E.  
(SCOTTISH 1880-1969)**

**SEATED FIGURE**

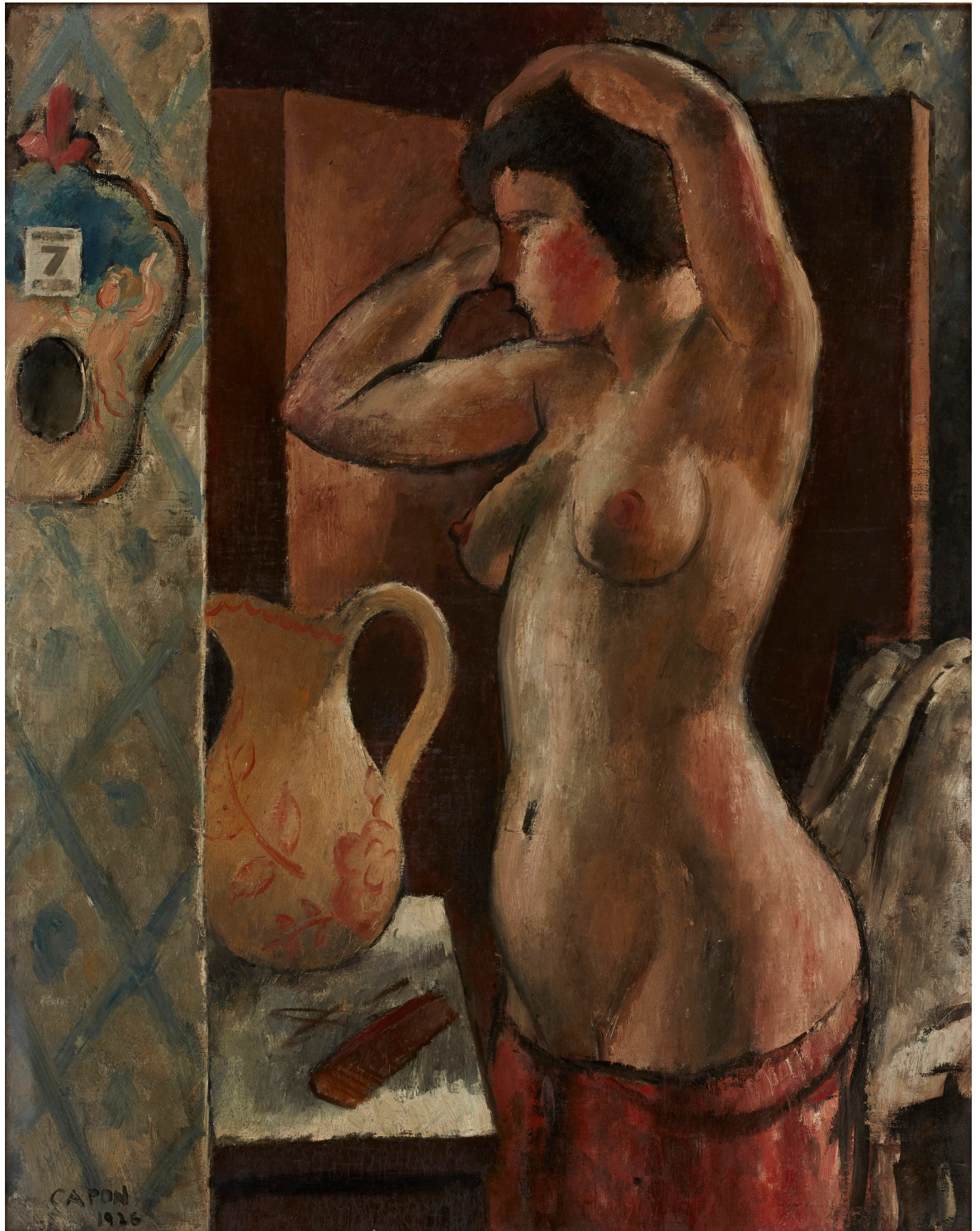
Signed with initials, sanguine on buff paper

17cm x 21.5cm (6.75in x 8.5in)

**£800-1,200**







71

[§] GEORGES ÉMILE CAPON  
(FRENCH 1890-1980)

FEMME À SA TOILETTE

Signed and dated 1926, oil on canvas

98.5cm x 79.5cm (38.75in x 31.25in)

£600-800





72

[§] SIR FRANK BRANGWYN R.A., R.W.S., P.R.B.A.  
(BRITISH 1867-1956)

TAVERN SCENE

Signed, oil on canvas

63.5cm x 76cm (25in x 30in)

**Provenance:**

Forbes Magazine Collection, New York

Fine Art Society

**Literature:**

Dominique Marechal, *Frank Brangwyn: Catalogue  
Collection*, Bruges General Bank & Stedelijke Museum  
1987, pl.16

**Note:**

We are grateful to Dr Libby Horner for her assistance in  
the cataloguing of this lot

£3,000-5,000



73

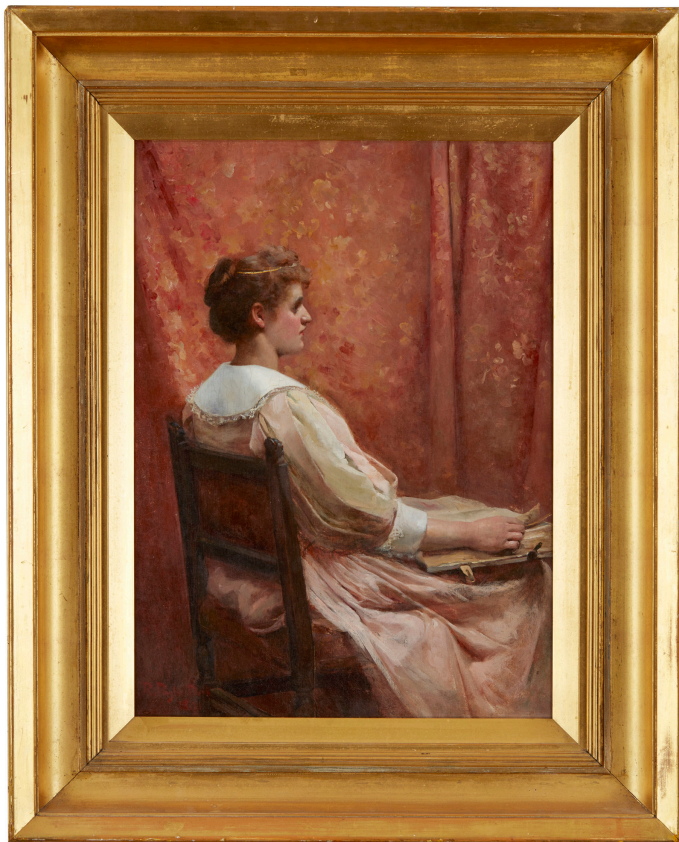
**JAMES STUART PARK (SCOTTISH 1862-1933)**

**STILL LIFE OF ROSES IN A VASE**

Signed, oil on canvas

61cm x 51cm (24in x 20in)

**£700-900**



74

**ROBERT PAYTON REID A.R.S.A.  
(SCOTTISH 1859-1945)**

Signed and dated 1891, oil on canvas

55cm x 41cm (21.75in x 16in)

**Exhibited:** Fine Art Exhibition, Albert  
Institute, Dundee 1891

**£1,000-1,500**





75

**ANDREW BLACK R.S.W.**  
**(SCOTTISH 1850-1916)**  
**ON THE BROOMIELAW, GLASGOW**

Signed and dated 1880, oil on canvas

25.5cm x 35.5cm (10in x 14in)

**£800-1,200**

76

**JAMES FAED JUNIOR**  
**(SCOTTISH 1856-1920)**  
**ON THE ALMOND**

Signed, oil on canvas

51cm x 76cm (20in x 30in)

**Note:** A smaller preparatory sketch for this picture was sold at Bonhams, Edinburgh 23/8/2003 for £2700

**£2,000-3,000**



77

**ALFRED DE BREANSKI SENIOR**  
**(BRITISH 1852-1928)**  
**IN COOL RETREATS - THAMES DITTON**

Signed, signed and titled canvas verso,  
oil on canvas

36cm x 46cm (14in x 18in)

**£1,000-1,500**



78

**ARCHIBALD KAY R.S.A., R.S.W.**  
(SCOTTISH 1860-1935)

**EILEAN ANNRAIDH FROM THE  
NORTH END OF IONA**

Signed, oil on canvas

35.5cm x 46cm (14in x 18in)

**£500-800**



79

**ALFRED DE BREANSKI SENIOR**  
(BRITISH 1852-1928)

**THE THAMES NEAR  
TWICKENHAM BRIDGE**

Signed, oil on board

19.5cm x 35cm (7.75in x 13.75in)

**£1,000-1,500**

80

**GEORGE BLACKIE STICKS**  
(BRITISH 1843-1938)

**LOCH ACHRAY**

Signed and dated 1898,  
oil on canvas

86.5cm x 122cm (34in x 48in)

**£2,000-3,000**







81

**ROBERT CREE CRAWFORD R.S.W.  
(SCOTTISH 1842-1924)**

**PORTINCAPLE ON LOCH LONG**

Signed and indistinctly dated,  
oil on canvas

79cm x 140cm (31in x 55in)

**£2,000-3,000**

82

**JOHN CAMPBELL MITCHELL R.S.A.  
(SCOTTISH 1862-1922)**

**SUNSET MACHRIHANISH**

Signed, oil on canvas

31cm x 51cm (12in x 20in)

**£600-900**



83

**JAMES CAMPBELL NOBLE R.S.A.  
(SCOTTISH 1846-1923)**

**AFTER THE STORM, EAST COAST**

Signed, oil on canvas

35.5cm x 51cm (14in x 20in)

**£600-900**



84

**[S] WILLIAM MILLER FRAZER R.S.A.  
(SCOTTISH 1864-1961)**

**BY THE BURNSIDE**

Signed and dated '96, oil on canvas

36cm x 25.5cm (14in x 10in)

**£500-800**



85

**GEORGE BLACKIE STICKS  
(BRITISH 1843-1938)**

**MARSDEN**

Signed and dated 1896, signed and  
dated canvas verso, oil on canvas

91.5cm x 71cm (36in x 28in)

**£1,500-2,000**





86

**DANIEL SHERRIN (BRITISH 1868-1940)**

**NEAR OXSHOTT, SURREY**

Signed, oil on canvas

102cm x 152cm (40in x 60in)

**£800-1,200**





87

[S] BENNETT OATES (BRITISH 1928-2009)

STILL LIFE OF LILIES AND OTHER FLOWERS IN A VASE

Signed, oil on board

61cm x 51cm (24in x 20in)

£2,000-3,000





88

**FOLLOWER OF SPENCER GORE  
VILLAGE IN THE VALLEY**

Inscribed and dated verso 'Spencer  
Gore 1910', oil on board

20cm x 28cm (8in x 11in) and a  
companion, a pair 'Road to the Farm' (2)

**£600-800**



89

**THOMAS EDWIN  
MOSTYN  
(BRITISH 1864-1930)  
AUTUMN GOLD**

Signed, oil on canvas

51cm x 68.5cm

(20in x 27in)

**£2,000-2,500**







90

[S] WILLIAM LEE-HANKEY R.W.S., R.I., R.O.I. (BRITISH 1869-1952)

STREET MARKET IN PICARDY

Signed, oil on canvas

63.5cm x 76cm (25in x 30in)

£4,000-6,000





91

[S] DOROTHEA SHARP  
(BRITISH 1874-1955)

A STILL LIFE OF MIXED FLOWERS

Signed, oil on board

51cm x 41cm (20in x 16in)

£3,000-5,000



92

[S] DOROTHEA SHARP  
(BRITISH 1874-1955)

STILL LIFE

Signed, oil on canvas

46cm x 35.5cm (18in x 14in)

Exhibited: Royal Institute  
of Oil Painters, no.187

£2,000-3,000





93

[S] WILLIAM LEE-HANKEY R.W.S., R.I., R.O.I.  
(BRITISH 1869-1952)

MARKET AT MORET SUR LOIRE

Signed, oil on canvas

63.5cm x 76cm (25in x 30in)

Provenance: Frost & Reed no. 11960

£3,000-5,000

**END OF SALE**



# Index

AIKMAN, W., 28	DESPORTES, A.F., 22	HENDERSON, J.H., 58	OATES, B., 87
ALEXANDER, R., 32	DAHL, M., 27	HOUEL, J.P., 6	
	DUSART, C., 8	HOUSTON, G., 56, 63	PARK, J.S., 73
VAN BALEN, H., 12		VAN HUYSUM, J., 4, 15	PILLEMENT, J.B., 23
BASSANO, J.P., 13	EDWARDS, L.D.R., 53		PREZIOSI, COUNT A., 49
DE BOISSIEU, J., 2	EGGINTON, F.G., 64	JAMESONE, G., 25	
BLACK, A., 75			RADEMAKER, A., 7
BRANGWYN, SIR F., 72	FAED, J. Jr., 76	KAY, A., 66, 78	REDMORE, H., 47
DE BREANSKI, A.Sr., 77, 79	FAVELLE, R., 43	KNOX, J., 48	REID, R.P., 74
BROOKE, P., 55	FERNELEY, J.E., 37	KOEKKOEK, W., 44	REINAGLE, R.R., 30
BURNS, C., 59, 60	FLINT, SIR W.R., 70		RICCI, M., 18
	FRANCO, B.F., 16	LEES, C., 38	
CANELLA THE ELDER, G., 35	FRAZER, W.M., 67, 68, 84	LEE-HANKEY, W., 54, 90, 93	SIMONINI, J., 26
CANUTI, D.M., 17	FRÈRE, C.E., 41	LÉVIS, M., 51, 52	SHARP, D., 91, 92
CAPON, G.E., 71		VAN LINT, H., 19	SCHERREWITZ, J.F.C., 42
CASTAN, P.J.E., 40	GALLEON, A., 50	LODGE, G.E., 61	SHERRIN, D., 86
CIARDI, E., 69	GARDNER, G., 36		STICKS, J.B., 80, 85
CLARKE, D., 57	GOODWIN, A., 65	MAGAUD, D.A.J., 29	
COURTOIS, J., 9	GORE, S., 88	MITCHELL, J.C., 82	TASSI, A., 21
CRAWFORD, R.C., 81	GREENLEES, J., 62	DE MOMPER THE YOUNGER, J., 3	
CRIVELLI, G., 10	GRIMALDI, G.F., 14	MOSTYN, T.E., 89	VERSCHURING, H., 5
CROME, W.H., 46			
		NOBLE, J.C., 83	WATSON, W., 31
			WILSON, J., 45
			ZOCCHI, G., 1

## Glossary

The following expressions with their accompanying explanations are used by Lyon & Turnbull as standard cataloguing practice. Our use of these expressions does not take account of the condition of the lot or the extent of any restoration. Buyers are recommended to inspect the property themselves. Written condition reports are usually available on request.

Dimensions are given height before width.

### Names or Recognised Designation of an Artist without any Qualification

In our opinion a work by the artist

### Attributed to...

In our opinion probably a work by the artist in whole or in part

### Studio of... / Workshop of...

In our opinion a work executed in the studio or workshop of the artist, possibly under their supervision

### Circle of...

In our opinion work of the period of the artist and showing their influence

### Follower of...

In our opinion a work executed in the artist's style, but not necessarily by a pupil

### Manner of...

In our opinion a work executed in the artist's style but of a later date

### Signed... /

### Dated... /

### Inscribed... /

In our opinion the work has been signed/dated/inscribed by the artist

### Bears Signature... /

### Date... /

### Inscription... /

In our opinion the signature/date/inscription appears to be by a hand other than that of the artist



# FREE LIVE ONLINE BIDDING

## Lyon & Turnbull Live - a new live bidding system

This new facility allows users to enjoy the convenience and excitement of a live auction from any location, and all without the requirement to pay the additional premiums charged by other live bidding providers.

Register to bid live in an upcoming auction through our website or download the app from the Apple App Store or Google Play to browse and bid from any mobile device.

### Features include:

- **Quick registration** for upcoming auctions
- **Track** upcoming lots and receive timely notifications
- **Leave absentee bids** for upcoming auctions
- **Bid live** using our simple swipe-to-bid interface
- **Watch** sales in real time





# Conditions of Sale

## SELLERS

### 1. DEFINITIONS

In these Conditions of Sale (Sellers):

"Auctioneer" means Lyon & Turnbull Ltd (Registered in Scotland No: 191166 | Registered address: 33 Broughton Place, Edinburgh, EH1 3RR) or its authorised auctioneer, as appropriate;

"Buyer" is the person who makes the highest possible bid or offer accepted by the auctioneer, and/or such person's principal where bidding as agent;

"Buyer's Premium" is the commission payable by the Buyer on the Hammer Price at the rates set out in the Sale Catalogue Guide to Prospective Buyers and an amount in respect of applicable VAT;

"Hammer Price" is the highest bid accepted by the auctioneer by the fall of the hammer or in the case of a post-auction sale, the agreed sale price;

"Item" means each and every item consigned for sale following express written agreement between Lyon & Turnbull and the Seller;

"Lot" means each Item offered for sale by Lyon & Turnbull;

"Lower Estimate" means the low estimate provided by Lyon & Turnbull to the Seller in relation to each Item, or in relation to any Item which Lyon & Turnbull holds on behalf of the Seller;

"Lyon & Turnbull" means the company which has its registered office at 33 Broughton Place, Edinburgh, EH1 3RR registered in Scotland No. 191166

"Net Sale Proceeds" are the Hammer Price, less commissions and other charges, of the Lot sold, to the extent received by Lyon & Turnbull in cleared funds;

"Proposed Sale" means the intended sale through which the items will be sold on

"Purchase Price" is the Hammer Price and applicable Buyer's Premium;

"Reserve" means the lowest price below which an item cannot be sold;

"Terms of consignment" means the stipulated terms and rates of commission on which the Auctioneer accepts instructions from Sellers or their agents;

"Upper Estimate" means the high estimate provided by Lyon & Turnbull to the Seller in relation to each Item, or in relation to any Item which Lyon & Turnbull holds on behalf of the Seller;

"Without reserve" where there is no minimum price at which a lot may be sold (whether at auction or private treaty);

"You", "Your" means the seller. The Seller means you are the owner of the lot or, if you are not the owner of the lot (whether or not you have notified us that you are acting as an agent for a principal), you are duly authorised by the owner of the lot to sell it.

"Us", "Our", "We" etc refers to Lyon & Turnbull Ltd

The singular includes the plural and vice versa as appropriate.

### 2. WARRANTY OF TITLE AND AVAILABILITY

The Seller warrants:-

(a) that you are the true owner of the property consigned or are properly authorised by the true owner to consign it for sale and are able to transfer good and marketable title to the property free from any third party claims.

(b) that all requirements have been complied with, legal or otherwise, relating to any export or import of the property consigned, all duties and taxes in respect of the export or import of the lot have (unless agreed in writing with us) been paid and, so far as you and any principal for whom they are acting in relation to the lot are aware, all third parties have complied with such requirements in the past.

(c) that you have provided Lyon & Turnbull with any and all information concerning the item's provenance or any concerns expressed by third parties concerning its ownership, condition, authenticity, attribution, and export or import history; and

(d) Unless the Seller advises Lyon & Turnbull in writing to the contrary on delivery of the item to Lyon & Turnbull, there are no restrictions on Lyon & Turnbull rights to reproduce photographs or other images of the item in connection with the sale or any other marketing which will be done in accordance with good taste and decency.

### 3. PREPARATION FOR SALE

(a) Lyon & Turnbull shall decide the way in which a lot may be included in the sale, how any lot is described and illustrated in the catalogue or any report, and the marketing, promotion, date, place and conduct of the sale.

(b) Lyon & Turnbull will instruct, consult with, and rely on, any outside experts or restorers, agents or other third parties, and carry out such other due diligence, inquiries, research or tests in relation to the property or its provenance, either before the Proposed Sale as it may deem appropriate in its reasonable discretion.

(c) Any oral or written estimate or evaluation or report provided by Lyon & Turnbull is a genuinely held opinion only. It may not be relied on as a prediction of the selling price or value of the Item, and may in Lyon & Turnbull's absolute discretion be revised at any time.

(d) The Seller acknowledges that attribution of Items is a matter of opinion and not of fact, and is dependent upon (amongst other things) information provided by the Seller, the condition of the property, the degree of research, examination or testing that is possible or practical in the circumstances, and the status of generally accepted expert opinion at the time of cataloguing.

### 4. TERMS OF SALE

The Seller acknowledges that lots are sold subject to these Conditions and on the Terms of Consignment as notified to the consignor at the time of the entry of the lot.

### 5. STANDARD SELLER FEES AND CHARGES (Subject to VAT)

(1) Commission: 15% is charged on the selling price of each lot, (subject to a minimum charge of £45). Loss and damage warranty: 1.5% on value of lots sold. Photography: min charge £30. Online Listing: £10 per lot.

(2) Transport: Items for sale must be consigned to the sale room by any stated deadline and at your expense. We may be able to assist you with this process. When organised on the Seller's behalf the provision of transport will be contracted to third parties. Fees for transport will be deducted at the initial settlement.

(3) Illustrations: The cost of any illustrations will be borne by the Seller, unless agreed otherwise prior. The copyright in respect of such illustrations shall be the property of us, the auctioneers, as is the text of the catalogue.

1(a) You are entitled to place, prior to the auction, a reserve on any lot consigned, being the minimum hammer price at which that lot may be sold. Reserves must be reasonable and we may decline to offer goods which in our opinion would be subject to an unreasonably high reserve. A lot will be sold without reserve unless a reserve has been agreed.

(b) Firm reserves may be no greater than lower pre-sale estimate level.

(c) A reserve once set cannot be changed except with our agreement.

(d) You may not bid or instruct or permit any other person to bid on your behalf on your own property. If the Seller breaches this prohibition, Lyon & Turnbull may treat the Seller as bound as Seller and as Buyer but without the benefit of Lyon & Turnbull Authenticity Guarantee or the reserve, and/or pursue other remedies.

(e) We may sell lots below the reserve provided we account to you for the same sale proceeds as you would have received had the hammer price been the reserve.

### 7. LOSS & DAMAGE WARRANTY

(a) Subject to condition 7(c) below Lyon & Turnbull will assume liability for loss or damage to an item, commencing at the time that item is taken into physical control and possession by Lyon & Turnbull and ceasing on the earliest date of;

(i) when risk passes to the Buyer of the lot following its sale;

(ii) for unsold lots, when the lot is released to the Seller, or, within 3 months

of the sale; or

(iii) 6 months from the date of delivery to Lyon & Turnbull for items still in the possession of Lyon & Turnbull but not consigned for sale (unless part of a long-term storage agreement).

(b) Lyon & Turnbull shall charge a loss and damage warranty fee of 1.5% of the hammer price, plus VAT.

(c) If any loss or damage should occur to the lot during the period identified in paragraphs (a) above, Lyon & Turnbull's liability to compensate the Seller in respect of that loss shall be restricted to a maximum of the upper estimate, or actual loss incurred, whichever is lower. This compensation will be subject to a deduction of a 1.5% loss & warranty fee (subject to VAT).

### 8. UNSOLD ITEMS

(1) If an item is unsold it may, with your consent, be re-offered at a future sale. Where in our opinion an item is not suitable for a future sale we may either request (a) you collect such items from the saleroom promptly on being so informed. We shall be entitled to charge you for storage costs, charges shall be made at a reasonable daily rate; or (b) suggest that the item be transferred to a secondary saleroom for sale without reserve. All transferred lots will be sold for the best price on the day, this may not bear any reflection on the item's original estimate. Lyon & Turnbull are not liable for any items (whether it be selling price or loss & damage) when transferred.

(2) Aftersales: We reserve the right to accept an after-auction offer on a lot on behalf of the seller, at the agreed reserve price or above, for up to 48 hours after the original auction. In which case the same charges will be payable as if such lots had been sold at auction and so far as appropriate these Conditions apply.

### 9. LOT WITHDRAWAL

If a Seller wishes to withdraw a lot organised for sale, a withdrawal fee will apply;

(a) if withdrawn over 28 working days prior to the sale, this will be charged at 10% of the mid estimate along with any ancillary charges incurred (such as photography), all subject to VAT at the current rate.

(b) if withdrawn within 28 working days of the sale, this will be charged at 20% of the mid estimate along with any ancillary charges incurred (such as photography), all subject to VAT at the current rate.

(c) Lyon & Turnbull may withdraw a lot from the proposed sale without any liability if:

(i) Lyon & Turnbull reasonably believes that there is any doubt as to the lot's authenticity or attribution; or

(ii) it reasonably doubts the accuracy of any of the Seller's warranties; or

(iii) the Seller breaches any provisions of the Conditions of Sale in any material



respect; or

(iv) the lot suffers from loss or damage so that it is not in the state in which it was when Lyon & Turnbull took delivery of it.

(d) if an item is withdrawn from sale under Condition 9(c) (i), or (iv), the Seller shall not be charged a withdrawal fee and the item shall be returned to the Seller or dealt with pursuant to Clause 8, as the Seller decides.

#### **10. AUTHORITY TO DEDUCT COMMISSION AND EXPENSES AND RETAIN PREMIUM AND INTEREST**

The Seller authorises us to deduct commission at the stated rate, and all expenses incurred for your account from the hammer price, and consents to our right to retain beneficially the premium paid by the Buyer in accordance with these Conditions of Sale and any interest earned on the sale proceeds until the date of settlement.

#### **11. NON-PAYMENT BY THE BUYER**

(a) Lyon & Turnbull will, where it considers appropriate, take reasonable steps to investigate the ability of bidders to pay for lots and will use reasonable endeavours, in consultation with the Seller, to enforce payment of the Hammer Price by any Buyer.

(b) Lyon & Turnbull, in consultation with the Seller, will decide whether to pursue any of the remedies available to it, including those set out in Condition 10 of the Condition of Sale (Buyers) including the right to cancel the sale and return the property to the Seller. Lyon & Turnbull will inform the Seller of any action which it contemplates taking against the Buyer.

(c) If the Seller elects to take action against any Buyer on its own behalf Lyon & Turnbull will provide the Seller with such assistance as may be reasonably necessary to pursue that action.

(d) The Seller hereby agrees to inform Lyon & Turnbull of any action which it chooses to take against the Buyer to enforce payment of the amount due to the Seller.

(e) In the event that a Buyer fails to pay for a lot in accordance with the Conditions of Sale for Buyers, that lot will be treated in the same way as an unsold or collected lot.

#### **12. SETTLEMENT PAYMENTS**

Subject to full payment by the Buyer, payment of the net proceeds of sale due to you will be made over to you 28 working days following a sale. Provided we have received cleared funds. Payment will be made by cheque or BACS (if requested).

#### **13. SALE BY PRIVATE TREATY**

(a) The same Conditions of Sale (Sellers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) Lyon & Turnbull undertakes to inform

the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

#### **14. THIRD PARTY LIABILITY**

All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation and security arrangements. Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

#### **15. GENERAL**

(a) We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

(b) Any notice to any Buyer, Seller, bidder or viewer may be given by email, or if not available then first class mail, in which case it shall be deemed to have been received by the addressee 48 hours after posting.

(c) Notices to Lyon & Turnbull should be in writing and addressed to the Managing Director at 33 Broughton Place, Edinburgh EH1 3RR, quoting the reference number specified at the beginning of the sale catalogue.

(d) Should any provision of these Conditions of Sale be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

(e) These Conditions of Sale are not assignable by either party without the other's prior written consent, but are binding on the seller's successor and representatives. No act, omission or delay by Lyon & Turnbull shall be deemed a waiver or release of any of its rights.

(f) The contract between the parties may be varied by the parties by agreement and in writing.

#### **16. RECISSION OF SALES**

Lyon & Turnbull may rescind the sale where it reasonably believes that the lot falls within the terms as defined by Lyon & Turnbull's Authenticity Guarantee (see Buyer's conditions), in this event Lyon & Turnbull shall send the Seller notice of such rescission. The Seller agrees to return to Lyon & Turnbull the Net Sale Proceeds received from the sale of such lot with any additional expenses incurred by Lyon & Turnbull. Lyon & Turnbull will return the property to the Seller upon receipt of the Net Sale Proceeds and Expenses, unless prevented in doing so by reasons outwith Lyon & Turnbull's control.

#### **17. AGENCY**

Lyon & Turnbull acts as agent solely for and in the interests of the Seller. We do

not act for Buyers in this role and does not give advice to Buyers. When Lyon & Turnbull make a statement about a lot it is doing so on behalf of the Seller of the lot.

The Auctioneer normally acts as agent only and disclaims any responsibility for default by Sellers or Buyers.

#### **18. DATA PROTECTION**

In connection with the management and operation of our business and the marketing and supply of Lyon & Turnbull's services, or as required by law, we may ask the Seller to provide personal information about themselves or obtain information about the Seller from third parties (e.g. credit information). Lyon & Turnbull will not give out personal information except as may be required by law.

If you would like further information on Lyon & Turnbull policies on personal data, or to make corrections to your information, please contact us on 0131 557 8844.

#### **19. LAW AND JURISDICTION**

(a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law

(b) Jurisdiction: The Seller agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

#### **BUYERS**

The Auctioneer carries on business with bidders, Buyers and all those present in the auction room prior to, or in connection with, a sale on the following General Conditions and on such other terms, conditions and notices as may be referred to herein.

#### **1. DEFINITIONS**

In these Conditions of Sale (Buyers): "Auctioneer" means Lyon & Turnbull Ltd (Registered in Scotland No: 191166 | Registered address: 33 Broughton Place, Edinburgh, EH1 3RR) or its authorised auctioneer, as appropriate;

"Hammer price" means the level of bidding reached (at or above any reserve) when the Auctioneer brings down the hammer;

"Lot" means each Item offered for sale by Lyon & Turnbull;

"Purchase Price" is the Hammer Price and applicable Buyer's Premium;

"Reserve" means the lowest price below which an item cannot be sold;

"Total amount due" means the hammer price in respect of the lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions; "You", "Your" means the Buyer;

"Us", "Our", "We" etc. refers to Lyon & Turnbull Ltd The singular includes the plural and vice versa as appropriate.

#### **2. AGENCY**

Lyon & Turnbull acts as agent solely for and in the interests of the Seller. We do not act for Buyers in this role and does not give advice to Buyers. When Lyon & Turnbull make a statement about a lot it is doing so on behalf of the Seller of the lot.

The Auctioneer normally acts as agent only and disclaims any responsibility for default by Sellers or Buyers.

#### **3. BIDDING PROCEDURES AND THE BUYER**

(a) Bidders are required to register their particulars before bidding and to satisfy any security and credit references or arrangements before entering the auction room to view or bid;

(b) High Value Lots and High Cumulative Value of Lots: If you wish to bid on any High Value Lot (a lot with a lower estimate of £30,000 or above) or if you are bidding on several lots with a total lower estimate value of £30,000 or above, you are invited to complete the High Value Lot pre-registration. After you have successfully registered as a bidder with Lyon & Turnbull, you should complete the High Value Lot pre-registration before the date of sale by contacting the Office Manager or on the date of sale at the registration area. Unless otherwise agreed by us, you will be permitted to bid for High Value Lots only if Lyon & Turnbull has confirmed your payment of deposit and your completion of the High Value Lot pre-registration before the sale. The Deposit required will be 10% of the lower estimate. Upon pre-registration, you should pay the deposit or such other sum as determined by Lyon & Turnbull dependant on circumstances, by way of bank transfer or credit card(s) acceptable to Lyon & Turnbull. Please note that Lyon & Turnbull does not accept payment from third parties and this also applies to agents.

If you are not successful in any bid and do not owe Lyon & Turnbull any debt, the deposit will be refunded to you by way of wire transfer or such other methods as determined by Lyon & Turnbull. Please make sure that you provide your bank details in the pre-registration form. The exchange rate provided to us by the bank on the date of exchange is final. We will arrange to refund the deposit to you within seven days after the date of sale, however we do not guarantee when you will receive the payment due to the variance in time for banks to process fund transfers.

Upon successful pre-registration, you will be given a numbered High Value Lot paddle for identification purposes. The auctioneer will usually only accept bids made with the High Value Lot paddle or



by its High Value Lot registered bidder. This applies to saleroom, telephone and absentee bids.

Lyon & Turnbull has the right to change the High Value Lot pre-registration procedures and requirements from time to time without notice.

(c) The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion.

(d) Once made, no bid may be withdrawn.

(e) Our right to bid on behalf of Sellers is expressly reserved up to the amount of any reserve.

(f) The right to refuse any bid is also reserved.

(g) Commission Bids: While prospective Buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor agents shall be responsible for any failure to do so. Where two or more commission bids at the same level are recorded we reserve the right in our absolute discretion to prefer the first bid so made.

(h) Telephone Bids: If a prospective Buyer makes arrangements with us prior to the commencement of the sale we will use reasonable efforts to contact them to enable them to participate in bidding by telephone. We do not accept liability for failure to do so or for errors and omissions in connections.

(h) Online Bidding: We will use reasonable efforts to carry out online bids and do not accept liability for equipment failure, inability to access the internet or software malfunctions related to execution of online bids/live bidding.

#### 4. INCREMENTS

Bidding increments shall be at the Auctioneer's sole discretion.

#### 5. THE PURCHASE PRICE

For each lot purchased a Buyer's Premium of 25% of the hammer price of each lot up to and including £100,000, plus 20% from £100,001 thereafter. VAT at the appropriate rate is charged on the Buyer's Premium. No VAT is payable on the hammer price or premium for printed books or unframed maps bought at auction. Live online bidding may be subject to additional premiums depending on the service provider selected (The Saleroom at 3%, Invaluable at 5%). This additional premium is subject to VAT at the appropriate rate as above.

#### 6. VALUE ADDED TAX

Value Added Tax is charged at the appropriate rate prevailing by law at the

date of sale and is payable by Buyers of relevant lots.

(1) Lots affixed with (†): Value Added Tax on the hammer price is imposed by law on all items affixed with a dagger (†). This imposition of VAT may be because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

(2) Lots affixed with (\*): A reduced rate of Value Added Tax on the hammer price of 5% is payable. This indicates that a lot has been imported from outwith the European Union. This reduced rate is applicable to Antique items.

(3) Lots affixed with (Ω): Standard rate of Value Added Tax on the hammer price and premium is payable. This applies to items that have been imported from outwith the European Union and do not fall within the reduced rate category outlined above.

#### 7. DROIT DE SUITE

This symbol § indicates works which may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012 this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the Buyer on the hammer price and in addition to the Buyer's premium. It will not apply to works where the hammer price is less than €1,000 (euros). The charge for works of art sold at and above €1,000 (euros) and below €50,000 (euros) is 4%. For items selling above €50,000 (euros), charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ('DACS') and no handling costs or additional fees are retained by the auctioneer. Resale royalties are not subject to VAT. Please note that the royalty payment is calculated on the rate of exchange at the European Central Bank on the date of the sale. More information on Droit de Suite is available at [www.dacs.org.uk](http://www.dacs.org.uk).

#### 8. PAYMENT

(1) Within 7 days of a lot being sold you will:

(a) Pay to us the total amount due in cash or by such other method as is agreed by us. We accept cash, bank transfer (details on request), debit cards and Visa or MasterCard credit cards.

(b) Please note that we do not accept cash payments over £5,000.

(2) Any payments by you to us may be applied by us towards any sums owing by you to us howsoever incurred and without agreement by you or your agent, whether express or implied.

#### 9. TITLE AND COLLECTION OF PURCHASES

(1) The ownership of any lots purchased shall not pass to you until you have made

payment in full to us of the total amount due.

(2) You shall at your own risk and expense take away any lots that you have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any cheque used for payment whichever is later. We can provide you with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.

(3) No purchase can be claimed or removed until it has been paid for.

(4) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for lots not collected by the appropriate time.

(5) Export of goods: Buyers intending to export goods should ascertain (a) whether an export licence is required and (b) whether there is any specific prohibition on importing goods of that character, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the lot.

#### 10. REMEDIES FOR NON-PAYMENT OR FAILURE TO COLLECT PURCHASES

(1) If any lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the Sellers and on their behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

(a) to proceed against you for damages for breach of contract;

(b) to rescind the contract for sale of that lot and/or any other lots sold by us to you;

(c) to resell the lot (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs).

(d) to remove, store and insure the lot in the case of storage, either at our premises or elsewhere and to recover from you all costs incurred in respect thereof;

(e) to charge interest at a rate not exceeding 1.5% per month above the current base rate on all sums outstanding for more than 7 working days after the sale;

(f) to retain that or any other lot sold to you until you pay the total amount due;

(g) to reject or ignore bids from you

or your agent at future auctions or to impose conditions before any such bids shall be accepted;

(h) to apply any proceeds of sale of other lots due or which become due to you towards the settlement of the total amount due by you and to exercise a lien over any of your property in our possession for any purpose until the debt due is satisfied.

#### 11. DESCRIPTIONS AND CONDITION

(1) Whilst we seek to describe lots accurately, it may be impractical for us to carry out exhaustive due diligence on each lot. Prospective Buyers are given ample opportunities to view and inspect before any sale and they (and any independent experts on their behalf) must satisfy themselves as to the accuracy of any description applied to a lot. Prospective Buyers also bid on the understanding that, inevitably, representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. We undertake that any such opinion shall be honestly and reasonably held and only accept liability for opinions given negligently or fraudulently. Subject to the foregoing neither we the auctioneer or our employees or agents accept liability for the correctness of such opinions and no warranties, whether relating to description, condition or quality of lots, express, implied or statutory, are given. Please note that photographs/images provided may not be fully representative of the condition of the lot and should not be relied upon as indicative of the overall condition of the lot.

(2) Condition reports: Condition reports are provided on our website or upon request. The absence of a report does not imply that a lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and administration will endeavor to respond to all requests although we offer no guarantee. Any statement in relation to the lot is merely an expression of opinion of the Seller or Lyon & Turnbull and should not be relied upon as an inducement to bid on the lot. Lots are available for inspection prior to the sale and you are strongly advised to examine any lot in which you are interested prior to the sale. Our condition reports are not prepared by professional conservators, restorers or engineers. Our condition report does not form any contract between Lyon & Turnbull and the Buyer. The Condition Reports do not affect the Seller's obligations in any way.

(3) Estimates: Estimates are placed on each lot to help Buyers gauge the sums involved for the purchase of a particular lot. Estimates do not include the Buyer's Premium or VAT. Estimates are a matter of opinion and prepared in advance.



Estimates may be subject to change and are for guidance only and should not be relied upon.

(4) Catalogue Alterations: Lot descriptions and estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware to any alterations which may have occurred.

(5) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

(6) Upholstered items: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations). Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given. Lyon & Turnbull provide no guarantee as to the originality of any wood/material contained within the item.

(7) Special terms may be used in catalogue descriptions of particular classes of items (Books, Jewellery, Paintings, Guns, Firearms etc.) in which case the descriptions must be interpreted in accordance with any glossary appearing in the catalogue. These notices and terms will also form part of our terms and conditions of sales.

## **12. BOOKS, CLOCKS & WATCHES**

(1) Books- Collation: If on collation any NAMED item in the sale catalogue proves defective, in text or illustration the Buyer may reject the lot provided he returns it within 21 days of the sale stating the defect in writing. This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings NOR in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text NOR in respect of Defects mentioned in the catalogue, or at the time of sale, NOR in respect of lots sold for less than £300.

(2) Clocks & Watches: All lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the lot is in good condition and without defects, repairs or restorations. Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, Lyon & Turnbull makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is

solely responsible, may be necessary. Buyers should also be aware that Lyon & Turnbull cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally.

## **13. CITES**

Please be aware that all lots marked with the symbol Y may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites>

Lyon & Turnbull accepts no liability for any lots which may be subject to CITES but have not been identified as such.

## **14. SALE BY PRIVATE TREATY**

(a) The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) Lyon & Turnbull undertakes to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

## **15. THIRD PARTY LIABILITY**

All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation, safety and security arrangements. Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

## **16. GENERAL**

(a) We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

(b) Any notice to any Buyer, Seller, bidder or viewer may be given by email if not available then first class mail in which case it shall be deemed to have been received by the addressee 48 hours after posting.

(c) Notices to Lyon & Turnbull should be in writing and addressed to the Managing Director at 33 Broughton Place, Edinburgh EH1 3RR, quoting the reference number specified at the beginning of the sale catalogue.

(d) Should any provision of these Conditions of Sale be held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

(e) These Conditions of Sale are not assignable by either party without the

other's prior written consent. No act, omission or delay by Lyon & Turnbull shall be deemed a waiver or release of any of its rights.

(f) The contract between the parties may be varied by the parties by agreement and in writing.

## **17. AUTHENTICITY GUARANTEE**

Lyon & Turnbull guarantees that the authorship, period, or origin (collectively, "Authorship") of each lot in this catalogue is as stated in the BOLD or CAPITALISED type heading in the catalogue description of the lot, as amended by oral or written salesroom notes or announcements. Lyon & Turnbull makes no warranties whatsoever, whether express or implied, with respect to any material in the catalogue other than that appearing in the Bold or Capitalised heading and subject to the exclusions below.

In the event Lyon & Turnbull in its reasonable opinion deems that the conditions of the authenticity guarantee have been satisfied, it shall refund to the original purchaser of the lot the hammer price and applicable Buyer's Premium paid for the lot by the original purchaser.

This Guarantee does not apply if:

- (i) the catalogue description was in accordance with the opinion(s) of generally accepted scholar(s) and expert(s) at the date of the sale, or the catalogue description indicated that there was a conflict of such opinions; or
- (ii) the only method of establishing that the Authorship was not as described in the Bold or Capitalised heading at the date of the sale would have been by means or processes not then generally available or accepted; unreasonably expensive or impractical to use; or likely (in Lyon & Turnbull's reasonable opinion) to have caused damage to the lot or likely to have caused loss of value to the lot; or
- (iii) there has been no material loss in value of the lot from its value had it been in accordance with its description in the Bold or Capitalised type heading.

This Guarantee is provided for a period of one year from the date of the relevant auction, is solely for the benefit of the original purchaser of the lot at the auction and may not be transferred to any third party. To be able to claim under this Authenticity Guarantee, the original purchaser of the lot must:

- (i) notify Lyon & Turnbull in writing within one month of receiving any information that causes the original purchaser of record to dispute the accuracy of the Bold or Capitalised type heading, specifying the lot number, date of the auction at which it was purchased and the reasons for such dispute; and
- (ii) return the Lot to Lyon & Turnbull's registered office in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from

any third party claims arising after the date of such sale.

Lyon & Turnbull has discretion to waive any of the above requirements. Lyon & Turnbull may require the original purchaser of the lot to obtain, at the original purchaser of lot's cost, the reports of two independent and recognised experts in the field. The reports must be mutually acceptable to Lyon & Turnbull and the original purchaser of the lot. Lyon & Turnbull shall not be bound by any reports produced by the original purchaser of the lot, and reserves the right to seek additional expert advice at its own expense. It is specifically understood and agreed that the rescission of a sale and the refund of the original purchase price paid (the successful hammer price, plus the buyer's premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law. Lyon & Turnbull and the Seller shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

## **18. DATA PROTECTION**

In connection with the management and operation of our business and the marketing and supply of Lyon & Turnbull's services, or as required by law, we may ask the Buyer to provide personal information about themselves or obtain information about the Buyer from third parties (e.g. credit information). Lyon & Turnbull will not give out personal information except as may be required by law.

If you would like further information on Lyon & Turnbull policies on personal data, or to make corrections to your information, please contact us on 0131 557 8844.

## **19. FORCE MAJEURE**

Lyon & Turnbull shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

## **20. LAW AND JURISDICTION**

- (a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law
- (b) Jurisdiction: The Buyer agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.



# Guide to Bidding & Payment

## Registration

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, by fax or on our website. Please note that all first time bidders at Lyon & Turnbull will be asked to supply the following documents in order to facilitate registration:

**1 – Government issued photo ID (Passport/Driving licence)**

**2 – Proof of address (utility bill/bank statement).**

We may, at our option, also ask you to provide a bank reference and/or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale.

## Bidding

At the Sale Registered bidders will be assigned a bidder number and given a paddle for use at the sale. Once the first bid has been placed, the auctioneer asks for higher bids in increments determined by the auctioneer. To place your bid, simply raise your paddle until the auctioneer acknowledges you. Please ensure that the auctioneer repeats your bidder number correctly when confirming the sale. If there is any doubt at this stage as to the hammer price or buyer it must be brought to the auctioneer's attention immediately. All lots will be invoiced to the name and address given on your registration form, which is non-transferable.

## How to Bid

**By phone** A limited number of telephone lines are available for bidding by phone through a Lyon & Turnbull representative. Phone lines must be reserved in advance. All bid requests must be received an hour before the sale. All telephone bids must be confirmed in writing, listing the relevant lots and appropriate number to be called. We recommend that a covering bid is also left in the event that we are unable to make the call. We cannot guarantee that lines will be available, or that we will be able to call you on the day, but will endeavour to undertake such bids to the best of our abilities. This service is available entirely at our discretion and at the bidder's risk.

**In writing** Bid forms are available at the sale and/or the back of the catalogue. These should be submitted in person, by post, or by fax as soon as possible prior to the sale and we will bid on your behalf up to the limit indicated. In the event of receiving two identical bids the first one received will take precedence. All bids must be received an hour before the sale. This service is entirely at the bidder's risk.

**On the internet** A fully-illustrated catalogue is available on our website. Registered bidders may leave absentee bids through the website and will receive email confirmation of their bid. Live online bidding is also available:

- **L&T Live** – Access through our website or download the live bidding app L&T Live, service **offered for no additional fee.**
- **Invaluable** – Access through [invaluable.com](http://invaluable.com). Invaluable charge an additional **5%** for their service.
- **The-Saleroom** – Access through [The-Saleroom.com](http://The-Saleroom.com). The-Saleroom charge an additional **3%** for their service.

## Payment

Payment is due within seven (7) days of the sale. Lots purchased will not be released until full payment has been received. Payment may be made by the following methods:

**Bank Transfer** Account details are included on any invoices we issue or upon request from our accounts department.

**Credit or Debit Cards** Payment can be made by Visa Debit, Maestro, Mastercard or Visa Credit cards.

**Online Card Payments** We no longer accept card payments by phone.

Please use our online payment service (provided by Cardstream/Credorax).

You will find a link to this service in any email invoice issued or you can visit the payments section of our website.

**Cheque** Cheques should be made payable to Lyon and Turnbull Ltd. We reserve the right to wait until cheques have been cleared by our bankers before releasing bought goods. Cheques can be cleared prior to sale on request. Cheques drawn by third parties cannot be accepted. If paying by post please include the slip from your invoice.

**Cash** Cash payments can be made at the accounts desk during or after a sale. Cash payments limited to £5,000.





33 Broughton Place, Edinburgh EH1 3RR  
Tel. +44 (0)131 557 8844  
Fax. +44 (0)131 557 8668  
[info@lyonandturnbull.com](mailto:info@lyonandturnbull.com)  
[www.lyonandturnbull.com](http://www.lyonandturnbull.com)

182 Bath Street, Glasgow G2 4HG  
Tel. +44 (0)141 333 1992  
Fax. +44 (0)141 332 8240

22 Connaught Street, London W2 2AF  
Tel. +44 (0)207 930 9115